

TOPEKA HOUSING AUTHORITY PERSONNEL MANUAL

**ADOPTED JANUARY 3, 2001
AS REVISED, April 8, 2005**

**TOPEKA HOUSING AUTHORITY
2010 SE CALIFORNIA
TOPEKA, KS 66607**

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ARTICLE A. GENERAL INFORMATION

A-1. Purpose

These Topeka Housing Authority (THA) personnel policies are established to:

- (a) Promote the efficiency and effectiveness of THA programs and services;
- (b) Make THA employment attractive to applicants and staff;
- (c) Insure that employees receive fair and equitable wages or salaries;
- (d) Promote high morale among employees by promoting good working relationships, insuring uniform personnel management, and providing an opportunity for advancement without regard to race, color, sex, disability, religion, age, national origin or ancestry; and,
- (e) Codify THA personnel policies for reference and personnel management purposes.

These policies do not create contractual employment rights. All full and part-time THA staff are considered to be at-will employees.

A-2. Application of Policies

These policies and guidelines apply to all THA employees.

A-3. Personnel Records

THA's fiscal office keeps records of all persons employed, their pay scale, time worked, accrued vacation and sick leave, absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these policies or under applicable state or federal law. An employee can inspect his or her personnel file during regular office hours by making this request of fiscal office staff.

A-4. Amendment of Policies

These policies may be amended in the same manner that they were adopted.

ARTICLE B. POSITION CLASSIFICATIONS

B-1. General

All THA staff positions will be assigned to a class and all classes will have an assigned pay range. This will insure equal treatment of staff in regard to work assignments and compensation. Positions will be assigned a class based on the duties, responsibilities, skills, experience, education and training required to successfully fill the position.

B-2. Job Descriptions

There will be a job description for every staff position. Job descriptions will include a descriptive title, a list of the key functions (tasks) associated with the position and a statement of the minimum qualifications for the position. Job descriptions will be kept on file in the Fiscal Office. They will be open to inspection by any interested party during regular office hours.

B-3. Organization Structure

It will be the duty of the Executive Director to inform the Board of Commissioners of all structural changes in the organization.

B-4. Classification and Pay Ranges

The Board will approve all classifications and pay ranges. Classifications and pay ranges will be reviewed by the Board at least annually and will be revised as necessary.

ARTICLE C. RECRUITMENT AND PROMOTION

C-1. Definitions

Permanent Full-Time Employee

Any THA staff member who is employed to work at least 40 hours a week on a regular and continuing basis is considered a permanent full-time employee. These 40 hours must be worked in any consecutive seven day period, except as otherwise provided in Section E-1.

Permanent Part-Time Employee

Any THA staff member who is employed to work less than 40 hours a week in any consecutive seven day period on a regular and continuing basis is a permanent part-time employee.

Temporary Full-Time Employee

Any THA staff member who is employed to work at least 40 hours a week for an agreed on, non-continuing period is a temporary full-time employee. Work hours and employment start and end dates for temporary employees will be set on a case-by-case basis.

Temporary Part-Time Employee

Any THA staff member who is employed to work less than 40 hours a week for an agreed on, non-continuing period is a temporary part-time employee. Work hours and employment start and end dates for temporary part-time employees will be set on a case-by-case basis.

Volunteer

Any person not an intern who works without compensation is a volunteer. When acting as a volunteer, an individual is not an employee regardless of THA employment in any other capacity.

C-2. Recruitment

It is the policy of THA to provide fair and equal employment opportunity to all qualified job applicants so that persons enter THA employment on the basis of demonstrated merit and fitness, as determined by fair and practical methods of selection, without regard to race, color, sex, disability, religion, age, national origin or ancestry.

C-3. Qualifications for Employment

All applicants for any position with THA shall meet the minimum qualifications established for that position and shall complete a job application form. A medical examination, criminal record check and other screening and/or testing, including drug testing, will be required after an offer of employment is made. Any such exams, screening, or testing will be required of all applicants who are offered employment in similar positions or position classifications.

THA will require applicants to provide proof that they have a valid Kansas Class C Drivers license after an offer of employment is made but before work begins if this is a requirement of the position.

All offers of employment will be contingent upon selected applicants passing

required screening and tests. The standard for passing any drug screen will be a negative result. Absent mitigating circumstances, the minimum standard for passing a criminal screen will be full disclosure of any criminal record, and the absence of any felony conviction. THA may choose to apply additional disqualifying criminal screening criteria beyond this minimum standard depending on the position being filled. The standard for having a valid Kansas Class C Drivers license will be a driving record that justifies possession of a valid license, and the existence of a valid license.

It is the responsibility of all THA employees required to have a valid Kansas Class C Drivers license to notify THA at any point that their license becomes invalid.

C-4. Training Periods

Following initial employment every employee will undergo a training period in order to achieve a minimum level of competency. Failure to successfully complete this training period as determined by the immediate supervisor will be grounds for termination. Generally, this training period will be 120 days in length, although the Executive Director may approve, in advance, a longer or shorter training period.

Every employee who assumes a new position within THA shall undergo a training period in order to achieve minimum competency in this new position. Generally, this training period will be 60 days in length, although the Executive Director may approve, in advance, a different training period. Failure to successfully complete this training period as determined by the immediate supervisor will result in one of the following: (a) the employee returning to the pay and position he or she held immediately prior to assuming a new position; (b) the employee being placed in a position with pay and responsibility equal to the employee's former position; (c) termination if it is not possible to place the employee in his or her former position or a comparable position.

C-5. Promotion

It is the policy of THA to fill vacancies for supervisory, skilled and upper-level positions from within the ranks of present employees whenever possible. However, employees must meet the minimum qualifications for the classification and position for which they seek promotion. A medical examination or other testing, including drug testing, may be required after an offer of employment is made. Any such exams or testing will be required of all applicants who are offered employment in similar positions or position classifications. All offers of employment will be contingent upon selected applicants passing required tests.

C-6. Nepotism

In order to avoid favoritism or the appearance of favoritism based on family relationships, no one will be employed in a THA division in which the supervisor or division head is a member of his or her immediate family. ("Immediate family" is defined as an applicant or employee's parents, spouse/partner, children, sister or brother, grandparents, grandchildren, mother or father-in-law and brothers or sisters-in-law.) In addition, no person will be employed in a position in any division if that person is a member of the immediate family of another employee within that division. Members of immediate families may be employed within the same division on a part-time or temporary basis but for no more than six months in any 12 month period.

If two employees within the same division marry or otherwise enter into a relationship whereby they become members of each other's immediate family, one of

the employees will be transferred to another division, if possible, without loss of pay or other benefits. However, the establishment of such a relationship will not be the basis for termination of employment.

C-7. Citizenship Verification

All persons hired by THA will fully and accurately complete an employment eligibility verification statement in compliance with applicable federal immigration laws and regulations.

C-8.

Open THA positions can be filled in three ways; (a) internal reassignment or promotion, (b) internal recruitment, and (c) external recruitment.

(a) Internal Reassignment/Promotion

Entry level positions involving no supervisory responsibilities can be filled by reassigning existing staff.

Positions below the level of Program Director including supervisory positions can be filled through promotion or lateral transfer of existing staff under the following conditions.

An evaluation of the employee to be promoted is done that documents fitness for the position.

Promotion does not materially reduce the diversity of THA's staff.

Seniority will not be the only basis for Internal Reassignment/Promotion. Experience, past performance, and anticipated future performance will also be considered.

(b) Internal Recruitment

With the approval of the Executive Director, eligible applicants for positions can be restricted to employees, volunteers, and/or members of advisory groups in any combination.

(c) External Recruitment

Positions not filled through Internal Promotion/Reassignment or through Internal Recruitment will be filled through External Recruitment using methods of recruitment and selection that are consistent with THA's commitment to fair and open hiring.

RECRUITMENT

Open THA positions can be filled in three ways; (a) internal reassignment or promotion, (b) internal recruitment, and (c) external recruitment.

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ARTICLE D. COMPENSATION

D-1. Pay Plan

The Board of Commissioners will establish overall policies relating to the compensation of THA employees. This will include but may not be limited to decisions about funds available for personnel costs, pay ranges for classifications and positions, and decisions about funding pools, if any, available for cost-of-living, merit, bonuses, and gain sharing increases.

At least annually the Board will establish hourly pay ranges for every THA job classification and position. An employee's continued employment at the rate of pay within the class assigned to him or her will be contingent upon the provisions of Section D-3, below.

The pay of employees working on a part-time basis will be based on the number of hours worked.

D-2. Pay Increases

Pay increases will not be routine or automatic. The Executive Director will make decisions about pay increases for individual employees within established budget and pay range limitations. The Executive Director will also make decisions about bonuses within established limitations. Cost-of-living increases may be given as approved by the Board of Commissioners. Merit increases will be linked to exceptional work that is documented in personnel records. Bonuses will be linked to exceptional work that is documented in personnel records and/or to work that measurably reduces THA costs and/or increases revenues.

The objective in awarding bonuses will be to both recognize and encourage exceptional employee performance. Therefore, bonuses will be awarded at the time or close to the time of exceptional performance.

The following procedures will be used in awarding employee bonuses. The Board of Commissioners will create an employee bonus pool prior to the start of each calendar year. Employee bonuses awarded for the year will not exceed the amount of this pool. The minimum bonus award will be \$100. The maximum bonus award will be \$5,000. In general, no employee will receive more than a total of \$5,000 in bonuses in any calendar year. However, in extraordinary circumstances, upon recommendation of the Executive Director, the Board of Commissioners may approve a bonus or bonuses that exceed this \$5,000 limit.

Staff will be nominated for bonus awards by supervisors. Nominations will suggest the amount of the bonus to be paid. They will be accompanied by documentation justifying the bonus, and explaining the exceptional work or task performed. After consultation with the supervisor making the bonus recommendation, the Executive Director will approve or deny the bonus. Bonuses will be announced in the form of a letter to the employee receiving the bonus signed by the Chair of the Board of Commissioners. A subsequent announcement will be made to all staff.

D-3. Work Assignments and Performance Evaluations

Supervisors will develop written work assignments for individual employees, and will provide regular performance feedback. This process will serve as the basis for performance evaluations that will be completed annually or more often as necessary.

Employee performance evaluations will be: (a) a factor in determining salary increases and decreases within the limits established in the pay plan; (b) considered as one factor in promotions; (c) a factor in determining the order of layoffs; and, (d) serve as a means of identifying employees who should be promoted or transferred, or who, because of their low performance, should be demoted or dismissed.

Supervisors will do performance evaluations at least annually for full-time and part-time employees. These evaluations will be based on job duties, responsibilities and work assignments. Supervisors will present evaluations to employees and allow employees the opportunity to respond. Supervisors will evaluate employees who receive poor performance ratings at least quarterly thereafter with the objective of improving employee performance. An employee-in-training will be evaluated on the completion of his or her training period.

D-4. Pay on Termination

Employees who are terminated for any reason will receive a final paycheck on the first regularly scheduled payday following termination.

D-5. Overtime Work

Compensation for authorized overtime work will be at the rate of one and one-half times the employee's regular rate of pay unless otherwise specified in this Manual. Overtime compensation will be paid no later than the first payday following the pay period in which it was earned. At the discretion of the Executive Director, an employee may be given compensatory time off in lieu of cash payment for overtime worked. This compensatory time will be taken within the calendar year in which it is earned. Any compensatory time off will be at the rate of one and a half times the hours of overtime worked.

No person holding an exempt position as defined by the federal Fair Labor Standards Act will be eligible for overtime compensation.

Overtime must be authorized in advance by the employee's supervisor. At the time of authorization, the supervisor will advise the employee whether the overtime compensation will be in the form of additional wages or compensatory time off. The supervisor will maintain records of overtime worked.

D-6. Pay Periods, Paydays

THA will pay employees every two weeks with a one week gap between payment and work performed.

ARTICLE E. ATTENDANCE AND LEAVE

E-1. Hours of Work.

The normal work week will be 40 hours, consisting of five eight hour days. The normal work day will be from 8:00 AM to 5:00 PM, but some staff may work a different schedule as assigned.

No employee will be permitted to work in excess of his or her normal work week except when so directed by the employee's supervisor.

On-call time is defined as a period of time outside of an employee's regularly scheduled work week when the employee is subject to possible recall to work. Employees will be given at least twelve hours notice in advance of the time they are placed in on call status. Notice may be given in person, by telephone, or in writing.

The on call week will start at 5:00 PM on Friday and end at 8:00 AM the following Friday. On call periods and the minimum hours paid for these periods if no call is answered will be as follows.

Period	Minimum Hours Paid
5:00 PM Monday to 8:00 AM Tuesday	2 Hours
5:00 PM Tuesday to 8:00 AM Wednesday	2 Hours
5:00 PM Wednesday to 8:00 AM Thursday	2 Hours
5:00 PM Friday to 8:00 AM Saturday	2 Hours
8:01 AM Saturday to 8:00 AM Sunday	3 Hours
8:01 AM Sunday to 8:00 AM Monday	3 Hours
Holidays	3 hours

Hours of work for employees in on call status will be calculated as follows. Every "first call" will be considered to be three hours of work or the actual amount of time worked, whichever is greater. For all calls after the first call the on-call employee will be paid for the actual time worked. All on call hours worked and all paid annual, personal leave, and holiday hours in the same pay period will be considered as actual hours worked for FLSA purposes. (Note: the payment of unused annual leave will not be considered as actual hours worked for FLSA purposes.)

If a person on call is provided a vehicle for the purpose of responding to calls received this will not be considered a taxable benefit.

No employee will be required to be on call for any two consecutive holidays. Christmas Eve and Christmas Day will be considered one holiday for this purpose. A holiday on call list will be established at the beginning of every calendar year for the entire year that is separate from the regular on call list. Non-exempt staff on-call on a holiday will be paid for 8 hours of work plus any on-call hours. Other non-exempt staff assigned to work on a holiday will be paid for the number of hours worked plus eight hours of holiday pay.

The maintenance on call rotation will be established at least sixty days in advance. Once the rotation is established employees will be expected to be available for on call

duty as assigned. Changes in the established on call rotation can be made if the person on call and a person agreeing to take on call duty on a substitute basis both sign an On Call Substitute form at least 24 hours in advance. The appropriate supervisor must approve any change in on call assignments in advance.

If a person assigned on call duty is not available due to illness, family emergency, or similar reason or becomes sick or otherwise unavailable for duty while on call the designated supervisor will be informed as soon as possible. The designated supervisor will be responsible for finding a person to take substitute on call duty. This will be done using the on call list in order with the next person to be on call contacted first. In these instances the twelve hour notice requirement will not apply.

If a person leaves THA employment his or her replacement will take the place of this person on the on call list.

Employees who are on call will be provided telephones and/or pagers adequate to insure that they can be reached either by the designated supervisor or the Answering Service. Calls from the designated supervisor or Answering Service will be answered within fifteen minutes to acknowledge that the call/page has been received and to provide the designated supervisor or Answering Service an estimated response time. On call employees can work independently with the Answering Service to make arrangements convenient to the employee that allow the employee to meet this fifteen minute response time requirement.

The designated supervisor will be available by telephone to answer questions and/or to provide guidance and assistance as necessary depending on the number and nature of calls the on call persons receives.

E-2. Rest Breaks

Employees are entitled to a rest break of 15 minutes for each four hours of work. The timing of rest breaks will be determined by supervisors, but it will usually be mid-morning and mid-afternoon,

E-3. Holidays

The following 10 days will be paid holidays.

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

When holidays fall on a Saturday or Sunday the Board of Commissioners will determine what day will be celebrated as the holiday. The Board may designate days other than those listed above as holidays at the Board's discretion.

Permanent part-time employees will be paid for THA observed holidays that fall on days for which they would otherwise have been scheduled to work. The amount of such pay will be equal to their earnings for the number of hours they would have been scheduled to work. Temporary part-time and seasonal employees will not receive paid holidays.

Employees who are absent without leave on the workday before and/or the workday after a holiday will not be eligible to receive pay for the holiday.

Non-exempt employees who are on-call on holidays will receive twice their normal rate of pay for all holiday on-call hours. In addition, these employees will receive either full or partial holiday pay, as appropriate, at their normal rate of pay.

Non-exempt employees, not on call, who are eligible for holiday pay and assigned to work on a holiday will receive twice their normal rate of pay for holiday hours worked. In addition, these persons will receive either full or partial holiday pay, as appropriate, at their normal rate of pay.

E-4. Vacation Leave

Vacation leave will be earned beginning with the date of employment under the conditions described below. No employee will be permitted to use vacation time for any period spent on unauthorized leave.

Permanent full-time employees are entitled to paid vacation leave except that no paid vacation leave time may be taken during the first six months of employment. Employees will accrue leave each pay period at the following rates.

<u>Years of Service</u>	<u>Accrual Rate</u>
0-4 Years	96 hours per year
5 -9 Years	120 hours per year
10-14 Years	144 hours per year
15-19 Years	168 hours per year
20-24 Years	192 hours per year
25-29 Years	216 hours per year
30+ Years	240 hours per year

Permanent part-time employees who are regularly scheduled to work at least 20 hours or more per week will earn vacation credit at the rate of four hours for each month of employment, subject to the following limitations. A permanent, part-time employee who works less than 24 hours during a two-week pay period will not accrue vacation time for this period. Authorized vacation and/or sick leave will count as worked hours. A permanent part-time employee who works less than 40 hours per two-week pay period for four consecutive pay periods will cease to accrue vacation leave in that calendar year.

During their initial training period employees-in-training will be credited with vacation leave for each month of employment but will not be permitted to use any vacation credit prior to the completion of their training period. Employees in initial training who are terminated prior to attaining full-time or part-time status will not be paid for any accrued vacation leave.

Vacation leave will be scheduled only after advance consultation with and approval by the employee's supervisor. In general, efforts will be made to accommodate the scheduling requests of employees. In cases where granting requested vacation leave for employees will adversely affect the efficient operation of THA vacation leave will be granted, if at all, on the basis of seniority.

THA holidays that occur during a period of authorized vacation leave will not be counted as a day of vacation.

To implement this policy all employees will be offered the opportunity to indicate annual leave preferences during an open sign up period. At the end of this period minimum staffing requirements and seniority will be used to schedule leave. After this sign up period leave will be approved on a first come first served basis. Any leave signed for under this process that will not be used must be released at least 15 days ahead of time. Any leave so released will be allocated through a random drawing. Seniority may be used to bracket leave against or around only one holiday per year.

Employees must use vacation leave in units of not less than one hour.

The maximum amount of accrued annual leave that can be carried over from one calendar year to the next is 240 hours. Upon termination, employees will be compensated for all earned but unused vacation leave at their final rate of pay, subject to this accumulation limitation.

E-5. Sick Leave.

Full-time employees and part-time employees who are regularly scheduled to work at least 20 hours or more per week will be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job, or the illness or injury of an immediate family member as defined in Section C-6. No employee will be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees (but not part-time employees) will be entitled to sick leave with pay for physical examinations and dental work if they provide advance notice to a supervisor.)

Permanent full-time employees will accrue sick leave at the rate of 96 hours per year. Permanent part-time employees who are regularly scheduled to work not less than 20 hours per week will receive four hours of sick leave for each month of employment, subject to the following limitations. A permanent part-time employee who works less than 24 hours during a two-week pay period will not accrue sick leave for this period. Authorized vacation and/or sick leave will count as worked hours. A permanent part-time employee who works less than 40 hours per two-week pay period for four consecutive pay periods will cease to accrue sick leave in that calendar year.

The maximum amount of accrued sick leave that can be carried over from one calendar year to the next is 1040 hours.

Employees must use sick leave in units of not less than one hour, except that employees may take sick leave resulting from a Worker's Compensation injury in increments of less than one hour.

For sick leave in excess of three work days, a supervisor may require a signed statement from a health care provider verifying the employee's inability to perform his or her assigned duties because of illness.

To be eligible for paid sick leave an employee, or his or her representative, must notify his or her immediate supervisor and give the reason for the absence no later than two hours after the beginning of the first workday for which sick leave is taken.

An employee will not be paid for any unused sick leave upon termination of his or her employment with THA.

E-6. Maternity Leave

In the first year of employment for all employees and thereafter for employees who do not qualify for Family and Medical Leave Act coverage, a pregnant employee, new mother, or father whose presence is required for the care of a spouse who is pregnant or a new mother may claim and receive maternity leave in the same manner as provided for sick leave, and may utilize any accrued vacation leave to the extent such leave is available. The employee may also take leave without pay in the same manner as any other employee. Maternity leave in the first year of employment, with or without pay, may not exceed a total of 42 days unless approval is given, in writing, by the employee's supervisor. After the first year of employment, qualifying employees may take maternity leave in compliance with the Family and Medical Leave Act policies adopted by the Board of Commissioners. (See Sections E-7 and M-2, below.)

E-7. Family and Medical Leave Act

It is the intent of THA to comply in all respects with the Family and Medical Leave Act (FMLA) of 1993 and any amendments to this Act.

To be eligible for FMLA leave THA employees must have worked for THA for at least 12 months, and must have worked at least 1,250 hours in the twelve months before leave begins.

Eligible THA employees are entitled to up to 12 workweeks of unpaid FMLA leave during any 12 month period for the following purposes.

Birth, Adoption, or Foster Care

An eligible THA employee may take up to a total of 12 workweeks of unpaid leave because of the birth of a child, or because a child has been placed with the employee for court and/or state approved adoption or foster care. The period for taking this type of leave expires one year after the child is born or placed. This leave may begin before birth or before acquiring a child through adoption or a foster care arrangement if absence from work is necessary.

Family Health Problems

An eligible THA employee may take up to 12 workweeks of unpaid leave during any 12-month period to care for a spouse, son, daughter, or parent who has a serious health condition. (Note: these family relationships will be as defined in the FMLA.) Generally, a serious health condition is a condition that involves inpatient care and/or prevents someone from working, attending school, or performing normal life activities.

In addition, an injury or illness may qualify if the patient requires continuing treatment and cannot perform normal activities for more than three consecutive days. Persons who need continuing treatment for pregnancy or prenatal care, a chronic health condition, or a long term or permanent health condition may also be deemed to have a serious health condition.

Employee Health Problems

An eligible THA employee may take up to 12 workweeks of unpaid leave during any 12 month period for a serious health condition that makes the employee unable to perform his or her job.

THA will schedule unpaid FMLA leave in a manner that meets FMLA requirements. This will include routine approval by the Executive Director of requests for qualifying FMLA leave on consecutive days. It may include approval by the Executive Director of requests for intermittent FMLA leave rather than FMLA leave on consecutive days depending on the employee's situation and THA staff work load requirements.

Employees can substitute paid leave (annual, sick, personal) for unpaid FMLA leave to the extent that the use of such paid leave is provided for in this Manual.

THA recognizes that there will be situations in which advance notice of FMLA leave will not be possible. However, THA expects that as a courtesy to THA and co-workers, employees requiring FMLA leave will provide THA 30 days advance notice if possible. If 30 days advance notice is not possible, employees should provide THA as much advance notice as is reasonably possible.

In general, persons completing FMLA leave will be restored to the position they held before FMLA leave began or to a position with equivalent pay, benefits, and other terms of employment. However, this is contingent on the existence of the same position or a vacant, similar position. For example, if an employee was working in a federally funded program, and grant funding for this program is reduced or terminated during the FMLA leave period in a way that results in a loss of funding for the employee's former position, there may be no position to which an employee taking FMLA leave can return.

E-8. Funeral Leave

Employees may take up to three days of funeral leave in the event of the death of a member of his or her immediate family as defined in Section C-6.

To be eligible for paid funeral leave an employee, or his or her representative, must notify his or her immediate supervisor no later than four hours after the beginning of the first workday for which funeral leave is taken.

E-9. Injury Leave

All injuries occurring on-the-job will be reported as soon as possible to the employee's immediate supervisor. A drug screen will be done for any employee who requires emergency room or in-patient care as a result of an on-the-job injury.

Any employee injured on the job will be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims. When an employee receives compensation under the Workers' Compensation Act the pay he or she receives from THA, while an employee of THA, will be the difference between his or

her regular rate of pay and the amount he or she receives from Workers' Compensation.

E-10. Military Leave.

Military duty means training and service performed by an inductee or enlistee in the armed forces of the United States, including time spent in reporting for and returning from such training and service. It also includes active duty training as a reservist in the armed forces of the United States or as a member of the National Guard.

Any person who leaves THA employment for military duty will be placed on military leave without pay. This leave will extend through 30 days after his or her release from THA service. If not accepted for military duty, the employee will be reinstated to his or her present position without loss of status or reduction in pay. (Reference: K.S.A. 73-2 13 et seq.)

An employee returning from military leave will be entitled to restoration of his or her former position or a position of like pay and responsibility if he or she makes application for reinstatement within 30 days after his or her release from military duty, provided that the employee is physically and mentally capable of performing the duties of the position involved.

Upon restoration to THA service, all unused vacation and sick leave credits accumulated prior to the military leave will be restored unless the employee was paid for unused vacation leave at the time of his or her induction or enlistment.

Any employee who is a member of any reserve component of the United States armed forces or the National Guard will be granted military leave, without pay, for a short tour of active duty or field training encampment. Vacation leave with pay may be taken jointly with such military training leave. (Reference: K.S.A. 48-222.)

E-11. Civil Leave.

Employees will be given necessary time off with pay in the following circumstances: (a) when performing jury duty; (b) when appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with THA; (c) when performing emergency civilian duty in connection with national defense; or, (d) for the purpose of voting when the polls are not open at least a total of two hours before and/or after the employee's scheduled hours of work.

Employees involved in personal lawsuits either as plaintiffs or defendants in actions not related to duties with THA may take leave without pay or elect to utilize any accumulated vacation leave.

E-12. Personal Leave

Employees will earn eight hours of personal leave annually to be taken at the employee's discretion. Personal leave cannot be accrued or carried over from year to year.

E-13. Other Leave

Employees may be granted leave with pay to attend meetings, seminars and conventions related to the employee's work for THA. Any such leave with pay will require advance approval by the employee's supervisor.

Upon written request an employee may be granted leave without pay for a period up to one year to further his or her education or to seek specialized training, upon recommendation of the employee's supervisor and approval by the Board of Commissioners.

Upon written request and with the recommendation of his or her supervisor an employee may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the Board of Commissioners.

Compensatory time off accrued by an employee as a result of overtime work will be taken within two pay periods following the pay period in which it is earned. (See Section D-5.)

E-14 . Requests for Leave

Except as provided for in Section E-5 relating to sick leave and Section E-8 relating to funeral leave all leave must be authorized in writing by the employee's supervisor prior to leave time being taken. A copy of each leave record, including records of sick and funeral leave taken, signed by the employee and supervisor, will be maintained in the employee's personnel file.

E-15. Credits for Paid Leave

An employee on sick leave, vacation leave or other leave with pay will continue to earn credit for sick leave and vacation leave, but no leave credit will be earned by any employee while on leave without pay.

ARTICLE F. OTHER EMPLOYEE BENEFITS

F-1. Retirement-OASDI Benefits

All eligible employees of THA are under the federal OASDI social security system, and will receive the benefits thereof in accordance with federal laws and guidelines. The cost of this benefit is paid equally by THA and the employee or in such manner as required by federal law, with the employee contribution subject to payroll deduction.

F-2. Retirement - KPERS Benefits

All eligible employees of THA are members of the Kansas Public Employees Retirement System (KPERS) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, KPERS members contribute four percent of salary, by payroll deduction. The employer's share is determined by KPERS, and varies annually.

F-3. Retirement Date

The federal Age Discrimination in Employment Act shall be the policy for THA retirement. Normal retirement benefits under KPERS and OASDI accrue at age 65.

F-4. Workers' Compensation Benefits

All employees of THA receive the benefits of the Kansas Workers' Compensation Act in accordance with such law and guidelines. The cost of this benefit is paid entirely by THA.

F-5. Unemployment Compensation

All employees receive the benefits of the Kansas Employment Security (Unemployment Compensation) Act in accordance with such law and guidelines. The cost of this benefit is paid entirely by THA.

F-6. Life Insurance

In addition to the death benefits provided under OASDI and KPERS, THA makes available to each eligible employee the option of purchasing group life insurance, administered by KPERS, on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

F-7. Health Care Program.

All permanent full-time employees will be eligible for THA's group health care insurance program under the terms set out in THA's Health Care contract. A permanent or temporary part-time employee who becomes a permanent full-time employee will be eligible for group health care insurance as of the date set out in THA's Health Care contract.

THA's contribution to the cost of group health insurance will be as determined by the Board of Commissioners. All employee contributions to the cost of THA's group health insurance will be accomplished through payroll deduction.

All costs for health care insurance coverage will be paid by the employee during

any period the employee: (a) is on a leave without pay (excluding the Family Leave Law provisions); (b) is suspended without pay; (c) is on unauthorized leave; or, (d) is participating in any unlawful work stoppage.

Health care insurance coverage will be extended to eligible individuals who are temporarily disabled and drawing workers' compensation while serving as a THA employee. The employee's share of the cost will be deducted from any compensation due the employee in addition to workers' compensation payments. In the event no additional compensation is due, coverage may be extended at the option of THA.

No employee will be entitled to a cash payment in lieu of health care insurance coverage.

Retirees of THA who are under the age 65 will be eligible for continued participation in THA's health care plan, upon payment of all the costs thereof, in accordance with the provisions of K.S.A. Supp. 12-5040. In addition, THA will comply with those provisions of the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA) relating to the extension of group health care plan coverage upon termination of THA employment.

ARTICLE G. DISCIPLINE

G-1. Authority to Discipline

Supervisors are responsible for the conduct and effective performance of all employees under their jurisdiction. These persons shall have the authority and responsibility to discipline employees for violations of THA's Personnel Policies and any divisional guidelines.

G-2. General Policy

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the persons served by THA the highest possible level of courteous and professional assistance. Discipline in THA is for the most part "self" discipline. It is the duty of every employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of THA and the division in which he or she works. Every employee is expected to be self-disciplined and to work hard at being the best at what he or she does. Similarly, every employee is expected to help THA provide high level customer service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of his or her job, it will be necessary for his or her supervisor to take disciplinary action to change this circumstance.

An employee is subject to disciplinary action if:

- (a) The employee violates these Personnel Policies, or any other written guidelines or procedures applicable to the division in which the employee works;
- (b) The employee's conduct reflects discredit on THA or hinders the effectiveness or efficiency of THA operations;
- (c) The employee performs an act of misconduct, or fails to perform an act that results in misconduct.

G-3. Disciplinary Actions

The following types of disciplinary actions are a part of THA's personnel management process. These actions will be used singly or in whatever combination is necessary to resolve disciplinary problems.

Verbal Warning

A verbal warning is an oral reprimand given to an employee by his or her supervisor or division head. A record of the warning will be entered in the employee's file.

Reprimand

A reprimand is a written censure of an employee by his or her supervisor or division head, a copy of which is entered in the employee's file.

Probation

Probation is a trial period during which an employee is required to fulfill a set of

conditions, improve work performance, or improve on-the-job behavior. Failure to meet probationary requirements will result in additional disciplinary action.

Salary Reduction

A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.

Demotion

A demotion is the placement of an employee into a position of a lower pay range.

Suspension

A suspension is the removal of an employee from service, with or without pay, for a specific period of time.

Termination

Termination is the removal of an employee from THA employment.

G-4. Procedure for Disciplinary Action

Whenever the conduct of an employee is such that the employee's supervisor or division head deems the use of disciplinary action beyond a verbal warning is appropriate, the supervisor or division head will do the following:

- a) Document the misconduct in writing;
- b) Determine the appropriate disciplinary action to correct the problem;
- c) Meet with the employee to review the problem and the proposed disciplinary action. This meeting will be private and include only the employee, supervisor and/or division head and any other persons requested to be present by the division head;
- d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action;
- e) Make a formal decision as to the disciplinary action;
- f) Notify the employee of the action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken will be provided to THA's Fiscal Officer for inclusion in the employee's personnel file.

At the time a disciplinary action is taken the employee's supervisor or division head will notify the employee in writing of his or her right to file a grievance under THA's grievance procedure as set out in Article H.

G-5. Misconduct Subject to Disciplinary Action

The following is a list of misconduct that may subject an employee to disciplinary action. The list is not inclusive. It is only representative of the types of misconduct that may subject an employee to disciplinary action.

- (a) Conviction of a violation of any state or federal criminal law.
- (b) Violation of any THA program policy or regulation.
- (c) Failure to follow prescribed safety procedures including failure to notify his or her supervisor of unsafe working conditions.
- (d) Violation of personnel policies and guidelines or divisional policies and guidelines.
- (e) Inattention to duty, carelessness, breakage or loss of THA property or funds.
- (f) Incompetence or inefficiency in the performance of the duties of his or her position.
- (g) Insubordination or other breach of discipline.
- (h) Discourteous or disruptive conduct or other offensive behavior in public, to the public or to employees and officers of THA.
- (i) Abuse of leave, excessive absenteeism or tardiness.
- (j) Temporarily leaving the workplace without the approval of his or her supervisor.
- (k) Failure to give proper notice of absence.
- (l) Sleeping on the job.
- (m) Use of alcohol or illegal drugs off the job to the extent that the employee's job performance or effectiveness as a THA employee is impaired.
- (n) Inducing or attempting to induce any officer or employee of THA to commit an unlawful act or to act in violation of any lawful or official order or regulation.
- (o) Unauthorized possession of firearms or other weapons on the job.

In the case of acts of violence or other flagrant misconduct, serious safety violations, or a criminal offense, an employee may be suspended immediately, with or without pay, pending an investigation and review of the matter.

An employee may be suspended with pay when he or she has been arrested for a crime and is awaiting legal adjudication. An employee may be suspended with pay when he or she has been charged with misconduct while on the job and an internal investigation is being conducted.

G-6. Causes for Termination

Examples of serious misconduct for which an employee may be terminated, following notice and an opportunity for a hearing as provided for in Article H, are listed below. The following list is not inclusive. It is only representative of the types of misconduct that subjects an employee to termination. Causes for termination under this section also constitute misconduct for which an employee may be subjected to disciplinary action other than termination.

- (a) Conviction of a felony or conviction of driving under the influence while operating a THA vehicle
- (b) Willful or continued violation of THA safety policies and procedures or willful or negligent creation of unsafe conditions in the workplace
- (c) Willful or continued violation of personnel policies and guidelines
- (d) Negligent or willful damage to THA property or equipment and/or waste of THA supplies
- (e) Taking or using any funds or property of THA for personal use or for sale or gift to others or the making of any false claim against THA
- (f) Gross incompetence, neglect of duty or willful or continued failure to render satisfactory service
- (g) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a supervisor or division head or knowingly making a false statement to any employee or officer of THA
- (h) Claiming leave time under false pretenses or falsifying attendance records for oneself or another employee
- (i) Absence without leave
- (j) Possession or use of alcohol or drugs, except where prescribed by a physician, after being afforded the opportunity to seek professional attention, or use of alcohol or drugs, except where prescribed by a physician, while on duty
- (k) Sale of or offering for sale or giving away alcohol or drugs while on duty or at the workplace
- (l) Sexual harassment
- (m) Disclosing confidential records or information unless directed to do so by his or her division head or supervisor
- (n) Revocation or suspension of a certification or license, including a driver's license when such is required as a condition of THA employment
- (o) Material falsification of application for THA employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of THA personnel management
- (p) Giving or attempting to give any monetary consideration or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment

- (q) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing of service or value intended to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or service of value through his or her position in the service of THA
- (r) Discharge of duties in a manner which results in discrimination to any person on the basis of race, creed, color, sex, age, physical or mental disability or national origin

ARTICLE H. GRIEVANCES AND HEARINGS

H-1. General Policy

Every employee has the right to present a complaint or grievance concerning his or her job, working conditions, salary, relationship between employees and co-workers, supervisor, or divisional head, the application of equal employment opportunity policies, or as an appeal of any disciplinary action taken pursuant to these policies. A concerted, good faith effort will be made by employees and supervisors to resolve grievances before it becomes necessary to resort to the grievance procedure.

H-2. Grievance Procedure

The following grievance procedure is established:

- (a) The aggrieved employee must file a complaint or grievance with his or her supervisor. The supervisor will provide an answer in writing within seven calendar days. If the employee disagrees with the decision of the supervisor, the employee may forward the complaint or grievance in writing to the Executive Director who will provide an answer to the employee within seven calendar days.
- (b) If the complaint or grievance cannot be satisfied by the Executive Director the employee may forward his or her written complaint or grievance to the Board of Commissioners, but only after informing the Executive Director of his or her intention to do so. The communication sent to the Board must specify the nature of the complaint or grievance and request a hearing.

H-3. Hearing Procedure

The Board of Commissioners will conduct hearings in accordance with the following procedures.

- (a) The hearing will be held within 20 calendar days from receipt of the employee's request for such a hearing.
- (b) At the hearing, all concerned parties will be given an opportunity to present their respective sides of the grievance together with any pertinent evidence or witnesses as deemed relevant by the Board of Commissioners. All parties will have the right to review evidence and cross-examine adverse witnesses.
- (c) All parties shall be allowed the right to have legal counsel present.
- (d) The Board of Commissioners may call for additional evidence as it deems proper.
- (e) The Board of Commissioners shall not be bound by legal standards of evidence.
- (f) No THA employee, serving as a witness, shall be subject to any restraint, interference, discrimination or reprisal for his or her testimony in such a hearing.
- (g) The Board of Commissioners shall render a decision in writing within 15 calendar days of the hearing's conclusion. A copy of the finding shall be provided to the employee and the division head and filed in the employee's personnel file.
- (h) The hearing shall not be open to the public unless the employee and THA both agree in writing to a public hearing.

ARTICLE I. VOLUNTARY SEPARATION

I-1. Resignation

An employee who terminates his or her employment voluntarily will be terminated in good standing, providing the employee gives a minimum of two weeks written notice to his or her immediate supervisor. A shorter notice period is acceptable if approved by the employee's supervisor.

I-2. Reinstatement

An employee who was terminated in good standing and who is re-employed within a period of 120 calendar days following separation may be reinstated at not more than the salary he or she was receiving at the time of his or her termination. Upon reinstatement within 120 calendar days following separation an employee shall receive credit for all unused sick leave he or she had accrued at the time of separation.

ARTICLE J. SEXUAL HARASSMENT

J-1. Purpose

It is the policy of THA to maintain a work environment free of intimidation, insult, and harassment based upon race, religion, sex, age, national origin or ancestry, or disability. To insure that this policy is strictly adhered to, THA will not tolerate sexual harassment of any of its employees, and will take immediate disciplinary action if such behavior occurs.

J-2. Definition

Sexual harassment is defined as:

- (a) The threat or insinuation by one employee or group of employees, either explicitly or implicitly, that the refusal to submit to sexual advances will adversely affect employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development; and
- (b) The subjecting of an employee, by another employee, to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical, so as to create an intimidating, hostile, or offensive working environment.

J-3. Policies

No employee, whether supervisory or non-supervisory, may sexually harass another employee. Sexual harassment includes but is not limited to:

- a. Unwelcome touching, propositions, advances;
- b. Abusive and/or vulgar language of a sexual nature;
- c. Suggestive jokes or comments about an employee's body or clothing; and,
- d. Displaying sexually graphic or suggestive pictures, photographs, cartoons, etc.

Any employee who believes that he/she is the victim of unwelcome behavior that would constitute sexual harassment shall immediately report all incidents to any supervisor.

All complaints involving claims of sexual harassment will be promptly and confidentially investigated.

Any employee, supervisory or non-supervisory, found to have engaged in the sexual harassment of another employee will be disciplined, up to and including discharge.

J-4. Complaint Procedure

Any employee who feels he/she is being subjected to sexual harassment should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- (a) The employee's immediate supervisor;
- (b) The employee's division head
- (c) THA's Executive Director
- (d) THA's Fiscal Officer
- (e) Any other supervisory personnel

The employee should be prepared to provide the following information:

- (a) Employee's name, division and position title
- (b) Name of the person or persons committing the harassment
- (c) Date(s) and approximate time(s) of the harassment
- (d) The specific nature of the sexual harassment, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against him/her as a result of the harassment.
- (e) Witnesses to the harassment, if any.
- (f) Whether the employee has previously reported such harassment and, if so, when and to whom.

After receiving a sexual harassment complaint, the person receiving the complaint will assist the employee filing the complaint by documenting the incident in writing. The employee shall sign the written complaint, attesting to the accuracy and truthfulness of the incident. All information disclosed in the complaint procedure will be held in strictest confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter.

J-5. Review of a Sexual Harassment Complaint

It is the responsibility of THA's Fiscal Officer to coordinate the investigation of sexual harassment complaints. If the THA Fiscal Officer is the subject of the complaint the Executive Director will coordinate the investigation. The following procedures will be used to address such complaints.

- (a) The person to whom the complaint is made will immediately present it to THA's Fiscal Officer.
- (b) An investigation of the alleged incident will be started promptly.
- (c) The investigator will make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of sexual harassment, witnesses interviewed during the investigation, the person against whom the complaint of sexual harassment was made, and any other person contacted by the investigator in connection with the investigation.
- (d) The investigator will notify the employee who is the subject of the complaint of the nature and severity of the allegations as promptly as possible (note: immediate notification is not necessary if such notification would jeopardize the investigation).
- (e) The employee accused of the sexual harassment shall be given appropriate opportunity to refute the allegation and present information and/or witnesses on his or her behalf.
- (f) Based upon the investigative report, the Fiscal Officer will determine whether the conduct of the person against whom a complaint has been made constitutes sexual harassment. In making this determination, the Fiscal Officer will look at the record as a whole and the totality of circumstances, including the nature of the conduct in question, and the context in which the conduct, if any, occurred. Determination of whether sexual harassment occurred will be made on a case-by-case basis.

- (g) If the Fiscal Officer determines that the complaint of sexual harassment is founded, he or she will recommend immediate and appropriate disciplinary action to the employee's supervisor and to the Executive Director. The supervisor will be responsible for pursuing the disciplinary action recommended. The Executive Director will be responsible for monitoring this process and insuring that desired changes in behavior results.
- (h) The disciplinary action taken will be consistent with the nature and severity of the offense. In designing the disciplinary action the Fiscal Officer will take into account the nature of the work relationship (whether supervisory or not) and any other factors the Fiscal Officer deems relevant including but not limited to fair and efficient personnel management at THA, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts THA. The disciplinary action may consist of demotion and/or suspension, dismissal, warning or reprimand. A determination of the nature and extent of any disciplinary action will be made on a case-by-case basis.
- (i) If the Fiscal Officer determines the complaint of sexual harassment is unfounded, he or she will notify the employee accused of sexual harassment of the determination and advise that no disciplinary action is warranted.
- (j) The employee making the complaint shall be notified of the results of the investigation and the discipline, if any, to be administered.
- (k) If after reviewing the investigation report the Fiscal Officer determines that a complaint was intentionally falsified by an employee making the complaint, the Fiscal Officer shall report such action to the employee's supervisor for immediate and appropriate disciplinary action.

J-6. Appeal of a Decision

Within ten (10) working days of written notification to the employee of the Fiscal Officer's decision, the complainant or respondent may make a written request for a final review of the record by the THA Executive Director.

The THA Executive Director, in response to a timely appeal, will either:

- (a) Review the record and provide a final decision within five (5) working days of the receipt of the appeal, or
- (b) Schedule a hearing with the appealing party to hear his or her appeal, within ten (10) days following the receipt of the appeal.
 - 1. The meeting date can be scheduled at a time, convenient to all parties, with mutual consent (including beyond the ten (10) day period).
 - 2. The THA Executive Director will make a final decision.
 - 3. Copies of the decision will be sent to the complainant and respondent by registered mail, return receipt requested, and a copy will be given to the Fiscal Officer.

J-7. Records of a Sexual Harassment Complaint

All records concerning a sexual harassment complaint will be confidential and kept in a separate locked file except those affected by Kansas Open Records Act. Access to these records will be given only with the THA Executive Director's approval to parties who have a direct and relevant need to know.

ARTICLE K. POLITICAL ACTIVITY

K-1. Political Activity

It is the right of every employee to register and vote and to express his or her views on political issues. Employees are permitted to join political organizations, civic associations or groups and to become involved in political activities subject to the restrictions of this article.

As private citizens, employees may participate in all political activities, including holding public office, except where holding an appointive or elective public office is incompatible with the employee's THA employment.

THA employees can support candidates for office and contribute labor and/or funds to candidates and organizations that endorse candidates.

Political activity must not interfere with job attendance or performance.

No supervisor or other person in authority shall solicit any THA employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any THA employee. THA employees are neither appointed to nor retained in THA's service on the basis of their political affiliations or activities.

ARTICLE L. OUTSIDE EMPLOYMENT

L-1. Outside Employment

Any full-time THA employee that holds a job with another employer is considered to have outside employment. This is permissible only when the outside employment: (1) is considered secondary to service with THA; (2) does not interfere with the performance of duties for THA; and, (3) represents no legal, financial or ethical conflict of interest.

The Executive Director must approve, in writing, outside employment or any change in the nature of outside employment. A request to perform continuous outside employment must be renewed annually by the employee and authorized by the Executive Director.

ARTICLE M. WORKER SAFETY

M-1. General Safety

All employees are required to wear appropriate safety equipment and to follow appropriate safety precautions according to THA policy at all times. Failure to comply with safety policies may result in disciplinary action.

M-2. Reproductive Health

Whenever there is substantial and unreasonable risk to the reproductive health of an employee or to the health of a pregnant employee due to working conditions or environment, and that risk is determined by medical evidence presented to THA, the Executive director will attempt to reduce or eliminate the risk to the employee through an employment action that is least disruptive to the employee and employer, such as a change in job responsibilities, transfer, or authorized leave of absence.